versa. *Bermel* v. *Harnischfeger,* supra; *Walter* v. *Bennett,* 16 N. Y. 250; *People* v. *Circuit Judge,* 13 Mich. 206; *Ramirez* v. *Murray,* 5 Cal. 222; *Supervisors* v. *Decker,* 30 Wis. 624. But an examination of these cases reveals the fact that they refer generally to amendments conforming the pleadings to the proof and if granted would prejudice the defendant in his defense. They do not hold that a claim in tort may not be amended into a claim in contract.

We believe the decision in the principal case to be in accord with the spirit of the statute under which the decision purports to be made. The spirit of the codes and of the statutes relating to amendments in the various states aims at changes in the substance of pleadings rather than in their form, and they should be construed so as to give effect to that purpose. As was said by a recent author, referring to the refusal of the Wisconsin court to permit a change of the forms of action, "But these relics of the older theory are not so common as to affect very seriously the truth of the proposition that the restriction imposed by the codes forbidding an amendment which would 'change substantially the claim or defense' does not refer to the form of the remedy but to the general identity of the transaction constituting the cause of action." HEPBURN, DEVELOPMENT OF CODE PLEADING, p. 266; BLISS CODE PLEADING, § 429.

SITUS OF DEBTS.—A recent decision of the Court of Appeals of New York (*National Broadway Bank* v. *Sampson,* 71 N. E. Rep. 766—see post "Recent Important Decisions") gives new evidence of the persistency of this pernicious invention, which promises yet to eclipse the doctrine of witchcraft in the number of its victims.

The doctrine of situs consists of a theory that rights of action for debt have a locality for certain purposes, so that they abide at the residence of the debtor or creditor, at the place of contract or the place of performance, or somewhere else; though the advocates of the doctrine sadly fail to agree as to which of these places is the *locus quo.*

Imagine a collection attorney handing out this bit of legal wisdom to his client. A New York merchant goes to his local attorney with an account for collection against John Doe, absconding debtor of the same city, saying: "He cannot be found and has no effects here; but I am told that Richard Roe, a responsible merchant residing and in business at Canton, Ohio, is indebted to him in a large amount." This attorney, well instructed by a recent perusal of the late decisions of the highest court of his state, now cheerfully informs his client: "Our court has held that the right of action resides with the creditor; so that there is no occasion to send this claim away for collection, it abides with you, sue here. Better yet, by the same rule Doe's claim against Roe also abides here at Doe's domicile. Let us sue and attach here." Under these circumstances would not a business man of any sense, not being learned in the law, begin to look for another lawyer?

When the Supreme Court of the United States decided the case of *Chicago R. I. & P. Ry. Co.* v. *Sturm* (1899), 174 U. S. 710, 19 S. Ct. 797, many students of this subject hoped that a fatal blow had been dealt to this

creature of the judicial imagination. This hope was soon disappointed, for while the eminence of the court would compel some respect for its decision, the state courts are not bound by it further than its requirement that full faith and credit shall be given to the judgments of courts of other states. Where the judgment of a court of another state is not involved, the courts of the several states are still at liberty to give such effect to the doctrine as they wish; and even in cases involving such judgments, cases soon arose in which it was claimed that the decision of the Supreme Court of the United States in the case just referred to did not apply.

It is believed that the idea that rights of action have an abiding place never obtained in England. The notion seems to be purely American and very modern.

Actions to recover possession, or to fix the title to, or status of, specific tangible things are of necessity local; for no court can send its process out of its jurisdiction to deliver possession nor to require obedience to its judgments. There is no reason in substance why other actions should not be prosecuted in one place as well as in another, notwithstanding there may be matters of locality that will determine the nature of the judgment; such as that the act was lawful where it was done, and so could not in natural justice be punished elsewhere; that the right of action arose out of a statute, which could have no extra-territorial effect; or, that the contract was made in view of the law of a particular place, which law was thus made part of the contract. There may be formal reasons why other actions may be local, such as the English custom of summoning a jury from the vicinage, an objection obviated there by laying a fictitious venue. (See *Mostyn* v. *Fabrigas,* 1 COWP. 161, 1 SMITH'S LEADING CASES, 340). But since the decision of the Supreme Court of the United States in the case of *Pennoyer* v. *Neff* (1877), 95 U. S. 714, holding personal judgments without personal service void for want of "due process of law," there is in this country a very imperative reason why all actions *in personam* must be held to be transitory. If such suits cannot be prosecuted where the debtor can be found they cannot be prosecuted anywhere.

All garnishments are *in personam* as to the garnishee. Substituted service as to him is never allowed. To deny the right to garnish wherever you can find the garnishee is to deny the remedy entirely in all that large class of cases in which he cannot be found in the place arbitrarily fixed by the court as the only proper place to sue.

Were it not for past experience with this fantastic theory that rights of action on contract are local for the purpose of garnishment, one could scarcely believe it would long endure..

THE TIME LIMIT FOR PRESENTATION OF RAILROAD TICKETS.—That a railroad company may prescribe the time when and within which a ticket must be presented is well settled for certain classes of cases, such as special tickets for special trains, excursion, roundtrip, commutation and mileage tickets. The railroad having given a reduced rate or some extraordinary accommoda-